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1 QUINN EMANUEL URQUHART  
& SULLIVAN, LLP  
2 David W. Quinto (Bar No. 106232)  
davidquinto@quinnemanuel.com  
3 Christopher Tayback (Bar No. 145532)  
christayback@quinnemanuel.com  
4 Ian S. Shelton ((Bar No. 264863)  
ianshelton@quinnemanuel.com  
5 865 South Figueroa Street, 10th Floor  
Los Angeles, California 90017-2543  
6 Telephone: (213) 443-3000  
Facsimile: (213) 443-3100

2012 JUL 12 PM 3:00

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

7 Attorneys for Plaintiff  
8 Sae-A Trading America Corporation

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 WESTERN DIVISION

13 SAE-A TRADING AMERICA  
14 CORPORATION, a New York Corporation,

15 Plaintiff,

16 vs.

17 UNIVERSAL SURFACE TECHNOLOGY,  
INC. doing business as TRENDY  
18 EMBELLISHMENT, a California  
corporation; KWAN BYUNG LEE, a/k/a  
19 KWAN LEE, an individual; and DOES 1  
through 10, inclusive,

20 Defendants.  
21  
22  
23  
24  
25  
26  
27  
28

CAS  
(YBKx)  
CV12-6018

COMPLAINT FOR:

1. DECLARATORY RELIEF;  
AND
2. FRAUD ON THE  
COPYRIGHT OFFICE

1 For its complaint against Universal Surface Technology, Inc. doing business  
2 as Trendy Embellishment ("UST"), Kwan Byung Lee ("Lee") and Does 1 through  
3 10, inclusive, plaintiff Sae-A Trading America Corporation ("Sae-A America")  
4 alleges as follows:

5 **Nature of Complaint**

6 1. The claims alleged herein were brought earlier as a cross-complaint in  
7 *Universal Surface Technology, Inc. v. Sae-A Trading America Corp., et al.*,  
8 No. CV10-6972 CAS (PJWx), filed September 20, 2010. The claims alleged  
9 herein were dismissed without prejudice on December 7, 2011. Thereafter, then-  
10 counsel for UST and Lee agreed to resolve the parties' dispute through an  
11 assignment of the copyrights at issue to plaintiff. However, the assignment was  
12 never executed and UST and Lee retained new counsel who refused to go forward  
13 with the assignment, thus necessitating this action.

14 2. In 2008, UST's sole principal, Lee, negotiated an agreement between  
15 UST and Sae-A Trading Co., Ltd. ("Sae-A Korea") to operate a garment printing  
16 factory in Guatemala (the "Factory") to be owned by Glovia, S.A. ("Glovia").  
17 Pursuant to the terms of their agreement, Lee was appointed as Glovia's General  
18 Manager and Legal Representative and was responsible, among other things, for  
19 providing Glovia's management team and factory personnel. Beginning in  
20 February 2009, Glovia, operating under Lee's direction and control, produced  
21 printed garments for sale by retail store chains in the United States. The garments  
22 were printed with patterns developed by persons who were compensated by Glovia  
23 or, in a few instances, were created by Sae-A customers and modified by persons  
24 compensated by Glovia. In no instance were the patterns created by Lee. Lee  
25 nevertheless registered U.S. claims of copyright ownership in all such patterns and  
26 purported to assign the copyright registrations to UST.

27 3. The patterns were the property of Glovia. They were typically created  
28 by independent contractors working under the direction and control of Lee, while

1 Lee and UST were responsible for operating Glovia. Further, Lee caused UST to  
2 send invoices to Glovia for the independent contractors' services, and caused Glovia  
3 to pay those invoices. In some instances, patterns were created by UST employees,  
4 whose time was separately accounted for and billed to Glovia. At Lee's direction,  
5 Glovia paid those invoices. When Lee later registered the claims of copyright in  
6 the patterns with the United States Copyright Office, he falsely represented that he  
7 was the "author" of each and every such pattern, notwithstanding that he had  
8 authored none of them. All the copyrighted patterns were "works for hire" owned  
9 by Glovia.

10 4. Because Glovia has assigned the copyrights it owned to Sae-A  
11 America, Inc., Sae-A America seeks declaratory relief that it is the true owner of the  
12 copyrights and seeks to recover for the fraud on the Copyright Office committed by  
13 UST and Lee.

#### 14 Parties

15 5. Plaintiff Sae-A America is a New York corporation having its principal  
16 place of business in New York, New York.

17 6. Defendant UST is a California corporation that at all times relevant  
18 hereto had its principal place of business in Los Angeles, California.

19 7. Defendant Lee is an individual who resides in Los Angeles County, in  
20 the State of California.

21 8. Defendants Does 1 through 10, inclusive are sued herein under  
22 fictitious names, their true names and capacities being presently to known to Sae-A  
23 America. Sae-A America will seek leave of court to amend this complaint to  
24 allege the true names and capacities of Does 1-10 when the same are ascertained.  
25 Sae-A America is informed and believes, and thereupon alleges, that each such  
26 fictitiously named counterclaim defendant is responsible in some manner for the  
27

1 occurrences alleged herein and for the damages incurred by Sae-A America as a  
2 result thereof.

3 9. Sae-A America is informed and believes, and thereupon alleges, that at  
4 all times herein mentioned, UST, Lee, and Does 1-10 were the duly authorized  
5 agents, employees, joint venturers, or subcontractors of one another and in doing the  
6 things hereinafter alleged, were acting at all times within the course and scope of  
7 their agency, employment, or joint venture.

8 **Jurisdiction and Venue**

9 10. This action presents questions arising under the Copyright Act of 1976,  
10 Title 17 of United States Code. Jurisdiction is conferred upon the Court pursuant  
11 to 28 U.S.C. §§ 1332(a) and 1338. The amount in controversy exceeds \$75,000,  
12 exclusive of interest and costs.

13 11. Venue lies in this District pursuant to 28 U.S.C. § 1391 in that the  
14 defendants reside in this District and in that a substantial part of the events and  
15 omissions giving rise to the complaint occurred in this District.

16 **Facts Common to All Claims**

17 12. Sae-A America generates sales of garments manufactured by Sae-A  
18 Korea or its affiliates. Glovia is a wholly-owned subsidiary of Sae-A Korea that  
19 printed and/or embellished plain garments through the use of silk-screen printing  
20 and sublimation printing techniques while under the direction and control of Lee and  
21 UST.

22 13. In or about May 2008, UST's principal, Lee, met with representatives  
23 of Sae-A Korea and held himself out as an experienced high-end garment printing  
24 and embellishment specialist. At the time, Sae-A Korea was (and is today) a large  
25 garment manufacturer based in the Republic of Korea (South Korea) having  
26 subsidiaries in various countries engaged in the garment manufacturing business.

1 Lee promised to Sae-A Korea that he could develop a profitable high-end garment  
2 printing and embellishment business.

3 14. In June 2008, Lee and Sae-A Korea entered into an oral agreement  
4 pursuant to which Sae-A Korea was obligated to provide and equip a factory in  
5 Guatemala to conduct a garment printing and embellishing business and was  
6 additionally obligated to provide a \$5,000,000 start-up loan. In turn, Lee and UST  
7 agreed to be responsible for the operations of the business; provide copyrightable  
8 fabric patterns for it to print; provide know-how, expertise and management skills to  
9 operate the factory profitably; supply or hire and train appropriate personnel to  
10 conduct the printing and embellishment services under their supervision; and repay  
11 the \$5,000,000 start-up loan over a period of five years, at which time ownership of  
12 the factor would pass to UST. The parties also agreed that although Sae-A Korea  
13 would own all the stock in Glovia but UST, a company wholly-owned by Lee,  
14 would be allowed to keep all profits earned by Glovia. In that manner, Lee and  
15 Sae-A Korea anticipated that Lee, through his company, UST, would be able to  
16 repay the \$5,000,000 start-up loan.

17 15. In July 2008, Lee and Sae-A Korea entered into an "Agreement for  
18 Investment in Establishment and Operation of a Factory" (the "Investment  
19 Agreement"), in part to memorialize the terms under which Sae-A Korea was  
20 providing the \$5,000,000 start-up loan. The Investment Agreement specified that  
21 UST would be responsible for purchasing and installing machinery and equipment,  
22 acquiring needed materials, and outfitting and operating the Glovia factory.  
23 Pursuant to the Investment Agreement, Lee and UST were required to provide the  
24 personnel and technology necessary to operate the Glovia factory, including  
25 designers, factory technicians, and others. Lee and UST were also obligated to  
26 assume sole responsibility for operating the factory. As defendants alleged in the  
27 prior federal action:

1 Sae-A Korea ... purchased a factory building in Mix[]co,  
 2 Guatemala which was thereafter called "Glovia" ....  
 3 [UST], with funds provided by .... Sae-A Korea,  
 4 purchased all of the manufacturing equipment, designed  
 5 the floor plan, trained personnel, and supervised the  
 6 construction of the Glovia factory from the ground up. In  
 7 addition, [UST] hired and trained personnel in  
 8 Los Angeles, teaching them the unique water-based  
 9 printing manufacturing technologies at [UST's]  
 10 Los Angeles plant, and then sent those employees from  
 11 Los Angeles to the Glovia Factory in Guatemala in order  
 12 to manage and oversee that manufacturing process,  
 13 which [UST] supervised.

14 16. Lee and UST completed the Glovia factory in or about December 2008,  
 15 and commenced production immediately thereafter.

16 17. Just as Sae-A Korea provided working capital to Glovia, UST and Lee  
 17 were required to create patterns that could be applied to garments printed by Glovia.

18 18. Sae-A America and Ocen allege upon information and belief that the  
 19 patterns created for and paid for by Glovia included, without limitation, the patterns  
 20 registered pursuant to the following United States Certificates of Copyright  
 21 Registration (also identified by their purported "Trendy" Embellishment design  
 22 numbers assigned to them by UST): VAu 723-503 (Trendy Design 007); VAu1-  
 23 002-537 (Trendy Design 061); VAu1-003-631 (Trendy Design 072); VAu1-003-595  
 24 (Trendy Design 073); VAu1-003-612 (Trendy Design 076); VAu1-003-619 (Trendy  
 25 Design 078); VAu1-003-635 (Trendy Design 079); VAu1-020-991 (Trendy  
 26 Design 080); VAu1-020-995 (Trendy Design 081); VAu1-020-994 (Trendy Design  
 27 083); VAu1-007-402 (Trendy Design 090); VAu998-244 (Trendy Design 097);  
 28 VAu 998-234 (Trendy Design 098); VAu998-537 (Trendy Design 099); VAu 1-  
 022-368 (Trendy Design 100); VAu 1-022-355 (Trendy Design 106); VAu 1-022-  
 351 (Trendy Design 107); VAu 1-022-349 (Trendy Design 108); VAu 1-022-348  
 (Trendy Design 109); VAu 1-022-342 (Trendy Design 110); VAu 1-022-341  
 (Trendy Design 111); VAu 1-018-247 (Trendy Design 112); VAu 1-022-945  
 (Trendy Design 115); VAu 1-022-931 (Trendy Design 116); VAu 1-022-919



1 (Trendy Design 117); VAu 1-022-952 (Trendy Design 118); VAu 1-032-359  
2 (Trendy Design 126); VAu 1-032-371 (Trendy Design 127); VAu 1-032-309  
3 (Trendy Design 128); VAu 1-032-307 (Trendy Design 129); VAu 1-032-348  
4 (Trendy Design 130); VAu 1-032-368 (Trendy Design 131); VAu 1-032-342  
5 (Trendy Design 132); VAu 1-032-317 (Trendy Design 133); VAu 1-032-321  
6 (Trendy Design 134); VAu 1-032-319 (Trendy Design 135); VAu 1-032-303  
7 (Trendy Design 136); VAu 1-032-301 (Trendy Design 137); VAu 1-032-300  
8 (Trendy Design 138); VAu 1-03Z-298 (Trendy Design 139); VAu 1-032-297  
9 (Trendy Design 140); VAu 1-032-293 (Trendy Design 141); VAu 1-032-295  
10 (Trendy Design 142); VAu 1-032-291 (Trendy Design 143); VAu 1-032-289  
11 (Trendy Design 144); VAu 1-032-404 (Trendy Design 145); VAu 1-032-366  
12 (Trendy Design 146); VAu 1-032-364 (Trendy Design 147); VAu 1-032-362  
13 (Trendy Design 148); VAu 1-032-356 (Trendy Design 149); VAu 1-032-352  
14 (Trendy Design 150); VAu 1-032-375 (Trendy Design 151); VAu 1-032-370  
15 (Trendy Design 152); VAu 1-032-346 (Trendy Design 153); VAu 1-032-340  
16 (Trendy Design 154); VAu 1-032-497 (Trendy Design 155); VAu 1-032-458  
17 (Trendy Design 156); VAu 1-032-457 (Trendy Design 157); VAu 1-032-418  
18 (Trendy Design 158); VAu 1-032-417 (Trendy Design 159); VAu 1-032-475  
19 (Trendy Design 160); VAu 1-032-473 (Trendy Design 161); VAu 1-032-471  
20 (Trendy Design 162); VAu 1-032-468 (Trendy Design 163); VAu 1-032-462  
21 (Trendy Design 164); VAu 1-032-460 (Trendy Design 165); VAu 1-032-403  
22 (Trendy Design 166); VAu 1-032-416 (Trendy Design 167); VAu 1-032-412  
23 (Trendy Design 168); VAu 1-032-405 (Trendy Design 169); VAu 1-032-411  
24 (Trendy Design 170); VAu 1-032-410 (Trendy Design 171); VAu 1-032-495  
25 (Trendy Design 172); VAu 1-032-494 (Trendy Design 173); VAu 1-032-407  
26 (Trendy Design 174); VAu 1-032-413 (Trendy Design 175); VAu 1-032-477  
27 (Trendy Design 176); VAu 1-032-478 (Trendy Design 177); VAu 1-032-482

1 (Trendy Design 178); VAu 1-032-485 (Trendy Design 179); VAu 1-032-492  
2 (Trendy Design 180); VAu 1-032-726 (Trendy Design 181-209) (collectively, the  
3 "Copyrights").

4 **First Claim for Relief**

5 **(Declaratory Relief by Sae-A America against all Defendants)**

6 19. Sae-A America repeats and realleges paragraphs 1 through 18, above,  
7 as though fully set forth at length.

8 20. Sae-A America claims ownership of the Copyrights pursuant to an  
9 assignment to Sae-A America by Glovia of its rights in the Copyrights.

10 21. An actual controversy has arisen between Sae-A America, on the one  
11 hand, and defendants, on the other hand, in that Sae-A America contends, and  
12 defendants deny, that the Copyrights are owned by it and not by UST.

13 22. Sae-A America desires a judicial determination of the respective rights  
14 of the parties with respect to the ownership of the Copyrights.

15 23. A judicial declaration is necessary and appropriate in order that Sae-A  
16 America may be apprised of their interest in the Copyrights and to avoid a  
17 multiplicity of actions.

18 24. Sae-A America is therefore entitled to a judicial declaration that it, and  
19 neither of the defendants, is the rightful owner of the Copyrights.

20 **Second Claim for Relief**

21 **(Fraud on the Copyright Office by Sae-A America against UST and Lee)**

22 25. Sae-A America repeats and realleges paragraphs 1 through 18 and 20  
23 through 24, above, as though fully set forth at length.

24 26. The certificates of registration of the Copyrights identify "Kwan Lee"  
25 as the purported author of each. In fact, the Copyrights were created or modified  
26 for Glovia by UST's employees or by independent contractors who, in each case  
27



1 were paid by Glovia. Accordingly, the patterns subject to the Copyright  
2 registrations were works for hire, thus making Glovia their owner as a matter of law.

3 27. In submitting the certificates of registration of the Copyrights to the  
4 United States Copyright Office identifying Lee as the purported author of the  
5 Copyrights, defendants willfully misstated a fact that, if known by the Copyright  
6 Office, would have led it to reject the registration applications. As explained in  
7 Melville B. Nimmer and David Nimmer, *Nimmer on Copyright*, at 2:7.20[b][1]  
8 (with supp. 2010), “[E]vasions and artful omissions’ concealing the fact that the  
9 work was registered by the wrong party under the work for hire doctrine have been  
10 held to invalidate such a registration.”

11 28. Sae-A America is therefore entitled to a judicial declaration that the  
12 purported registrations of the Copyrights are invalid.

### 13 **Prayer for Relief**

14 WHEREFORE, Plaintiff requests judgment against defendants, and each of  
15 them, as follows:

16 1. That the Court enter an order declaring that Sae-A Trading America  
17 Corporation is the true and correct owner of the Copyrights;

18 2. That Plaintiff be awarded its reasonable attorneys’ fees and costs of suit  
19 incurred herein; and

20 3. That the Court award such other and further relief as is just and proper.

21  
22 DATED: July 12, 2012

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

23  
24  
25 By 

26 David W. Quinto  
27 Attorneys for Plaintiff Sae-A Trading  
28 America Corporation

ORIGINAL

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the  
CENTRAL District of CALIFORNIA

SAE-A TRADING AMERICA CORPORATION, a  
New York Corporation

*Plaintiff*

v.

UNIVERSAL SURFACE TECHNOLOGY, INC. DBA TRENDY  
EMBELLISHMENT, a California corporation, see attach

*Defendant*

Civil Action No.

**CV12-6018**

—CAS  
(VBK)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

UNIVERSAL SURFACE TECHNOLOGY, INC., doing business as TRENDY EMBELLISHMENT, a  
California corporation; KWAN BYUNG LEE, a/k/a KWAN LEE, an individual

A lawsuit has been filed against you.

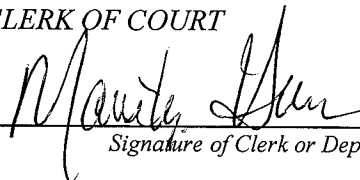
Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JUL 12 2012

Date: \_\_\_\_\_

CLERK OF COURT

  
\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

SUMMONS IN A CIVIL ACTION  
CONTINUATION SHEET OF DEFENDANTS

KWAN BYUNG LEE, a/k/a )  
KWAN LEE, an individual; and )  
DOES 1 through 10, inclusive, )  
 )  
Defendants. )  
 )  
 )  
\_\_\_\_\_ )

**COPY**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**I (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

SAE-A TRADING AMERICA CORPORATIO, a New York Corporation,

**DEFENDANTS**UNIVERSAL SURFACE TECHNOLOGY, INC., dba  
TRENDY EMELLISHMENT, a California corporation;  
KWAN BYUNG LEE, aka KWAN LEE, ET AL.**(b) Attorneys** (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)Quinn Emanuel Urquhart & Sullivan, LLP  
David W. Quinto; Christopher Tayback  
Ian S. Shelton  
865 S. Figueroa St, 10th Floor  
Los Angeles, California 90017

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only**  
(Place an X in one box for plaintiff and one for defendant.)

- |   | PTF                                   | DEF                                   |   | PTF                                   | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4            | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. ORIGIN** (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)**CLASS ACTION** under F.R.C.P. 23: ☐ Yes ☒ No☐ **MONEY DEMANDED IN COMPLAINT: \$** \_\_\_\_\_**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. Sections 1332 and 1338

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

**FOR OFFICE USE ONLY:** Case Number: **CV12-6018**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☐ No ☒ Yes

If yes, list case number(s): CV - 10-6972 CAS (PJWx) (Cross-Complaint)

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes

If yes, list case number(s): CV - 10-6972 CAS (PJWx)

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or  
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	New York - Sae-A Trading America Corporation

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County-Universal Surface Technology, Inc., et al.	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

**X. SIGNATURE OF ATTORNEY (OR PRO PER):**

David W. Quinto  
DAVID W. QUINTO

Date July 12, 2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Christina A. Snyder and the assigned discovery Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

**CV12- 6018 CAS (VBKx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.